

Exhibit A

At IAS Part 61 of the Supreme Court of
 the State of New York, held in and for the
 County of New York, at the Courthouse
 thereof, 60 Centre Street, New York, New
 York on the 24th of October, 2018.

PRESENT: HON. **BARRY R. OSTRAGER**
 JUSTICE JSC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	
WILMINGTON TRUST, N.A., AS TRUSTEE FOR	: Index No. 850165/2018
THE BENEFIT OF THE HOLDERS OF LCCM	:
2017-LC26 MORTGAGE TRUST COMMERCIAL	: <u>ORDER APPOINTING RECEIVER</u>
MORTGAGE PASS-THROUGH CERTIFICATES,	:
SERIES 2017-LC26,	: Property Address:
	: 55-59 Chrystie Street, New York, New
Plaintiff,	: York 10002-5042
	:
vs.	: Block 303 Lot 27 in the Borough of
	: Manhattan as shown on the City of
C.T.W. REALTY CORP., GARY M. TSE, TITAN	: New York Tax Map, in the County of
CAPITAL ID, LLC, NEW YORK STATE	: New York, State of New York
DEPARTMENT OF TAXATION & FINANCE,	:
CITY OF NEW YORK, DEPARTMENT OF	:
FINANCE and "JOHN DOE" NOS. 1-25,	:
	:
Defendants.	:
	:
The Names of the "John Doe" Defendants Being	:
Fictitious and Unknown to Plaintiff, the Persons and	:
Entities Intended Being Those Who Have Possessory	:
Liens or Other Interests in, the Premises Herein	:
Described.	:
-----X	

Upon the summons and complaint and the notice of pendency of this action filed in the
 Office of the Clerk of New York County on June 8, 2018, the Affidavit of David Bornheimer, a
 Vice President of Midland Loan Services, a division of PNC Bank, National Association, which
 is the special servicer to Plaintiff, sworn to June 12, 2018, and the Affirmation of Gary F.
 Eisenberg, Esq., affirmed to June 13, 2018; and it appearing to the satisfaction of the Court that

this is an action to foreclose certain mortgages upon the interests in real property hereinafter more particularly described, which real property is situated in the City of New York, County of New York, State of New York; that in and by said mortgage, it is covenanted and agreed by the mortgagor that, in any action for foreclosure thereof, the mortgagee is entitled to the appointment of a receiver without notice; that said mortgagor has assigned to the mortgagee all rents, issues, and profits for the use and occupancy of all of the mortgaged premises; that the principal amount of \$ 25,125,000.00, accrued interest, late charges, and other sums due under the mortgage and underlying note are due and unpaid; and that the appointment of a receiver of the mortgaged premises is necessary for the protection of plaintiff;

NOW, on motion of Perkins Coie LLP, attorneys for plaintiff, it is

ORDERED, that Gregory A. Gilfoil, having an address at 163 East Main Street, Box #259, Little Falls, NJ 07424 whose telephone number is (973) 826-0637 be and hereby is appointed, with the usual powers, duties and directions, receiver of the mortgaged premises, including receiver of any rents, issues and profits now due and unpaid, or which may become due during the pendency of this action, issuing out of the mortgaged premises herein, said mortgaged premises known as and by the street address of 55-59 Chrystie Street, New York, New York 10002-5042 and designated as Block 303 Lot 27 in the Borough of Manhattan as shown on the City of New York Tax Map, in the County of New York, State of New York (the "mortgaged premises"), and more particularly bounded and described in Exhibit A annexed hereto; and it is further

ORDERED, that before entering upon his/her duties, said receiver execute to the People of the State of New York and file in the Office of the Clerk of New York County his/her (one hundred thousand dollars) undertaking in the sum of \$ 100,000.00 and _____, conditioned for the faithful discharge of

his/~~her~~ duties as receiver, and execute and file an oath that he/~~she~~ will faithfully and fairly discharge the trust committed to him and necessary to fulfill his duties as receiver; and it is further

ORDERED, that the receiver be and hereby is empowered and directed to demand, receive and collect from the tenants or occupants, if any, in possession of all or any part of the mortgaged premises, and from all persons liable therefore, all of the rents and/or use and occupancy payments thereof now due and unpaid or hereafter to become due during the pendency of this action, and to collect all other rents, issues and profits and other benefits of or from the mortgaged premises, and to obtain from the mortgagor custody of any tenants' security deposits in the mortgagor's possession; and it is further

ORDERED, that all tenants or occupants, if any, of all or any part of the mortgaged premises, and all other persons liable for said rents and/or use and occupancy payments are directed to attorn to the receiver and until the further order of the Court, to pay over to the receiver all rents or other monies of said premises now due, past due, or that may hereafter become due and, are hereby enjoined and restrained from paying any rents or use and occupancy for said premises to any of the defendants, affiliates of the defendants, or their agents, servants or attorneys; and it is further

ORDERED, that defendants, their affiliates, agents, servants and attorneys, and each and every one of them be and hereby are enjoined and restrained from collecting rents and/or use and occupancy payments of the mortgaged premises or any part thereof, and from interfering in any manner with the mortgaged premises or the possession of the receiver; and it is further

ORDERED, that defendant C.T.W. Realty Corp., a New York corporation, and its affiliates, agents, officers, employees and contractors are hereby directed to immediately deliver

to the receiver the following concerning the mortgaged premises: (a) all rent lists, financial statements, CAM expense figures or summaries, tax bills, insurance policies, plans and specifications for the mortgaged premises, orders, leases, agreements, correspondence, notices, bank accounts related to the mortgaged premises, its operation or income, and all books and records and the like; (b) all monies constituting operating, reserve or escrow funds presently on deposit at any financial institution; and (c) all event booking information for the mortgaged premises; and it is further

ORDERED, that the receiver be and hereby is authorized to institute and prosecute all legal proceedings necessary for the proper care and protection of the mortgaged premises, including within this power and authority the right to institute dispossess or other actions or proceedings against any tenant or occupant who shall fail to pay the rent or use and occupancy due or to become due during the term of said receivership, and to employ counsel for that purpose, subject to the following paragraph; and it is further

ORDERED, that the receiver shall not retain counsel for any purpose other than as set forth in the preceding paragraph without prior order of this Court on notice to Plaintiff or upon prior written consent of Plaintiff; and it is further

ORDERED, that the receiver deposit all monies received by him/her in his/~~her~~ own name as receiver in Bank of America, and that no withdrawals be made therefrom (apart from the payment of ordinary recurring expenses) except as directed by the Court or as otherwise expressly provided in this Order; and it is further

ORDERED, that said depository provide monthly statements of deposits into and withdrawals from said account to the receiver and also to the attorneys for plaintiff; and it is further

ORDERED, that the receiver be, and hereby is, authorized to keep the mortgaged premises insured against loss or damage by fire; to pay the taxes, assessments, water charges and sewer rents thereon; to comply with all requirements of any municipal department or other governmental agency or authority having or asserting jurisdiction over the mortgaged premises necessary for the immediate preservation or protection of the mortgaged premises; to pay the normal operating expenses necessary for the care and protection of the mortgaged premises; to employ an agent to preserve and protect the mortgaged premises and collect the rents of the mortgaged premises, and to pay the reasonable value of such agent's services out of the rents or use and occupancy payments received; and to procure such liability insurance as may be necessary; and it is further

ORDERED, that the receiver shall prepare a budget within 30 days of appoint or cause its property manager to do so, and the receiver shall within 30 days of each month's end file electronically with the Court and deliver to Plaintiff and defendant C.T.W. Realty Corp. financial and receiver reports each month for the mortgaged premises and its operations; and it is further

ORDERED, that the receiver be and hereby is authorized and directed to appoint CSG Properties LLC ("Manager") to act as the property manager and to act in any other manner herein authorized with respect to the mortgaged premises, to employ accountants, custodians, janitors, security guards, rental agents, and to perform other services for management of the property, however, the receiver shall disclose to all parties any financial relationship between the receiver and any person or company employed by the receiver to assist in management of the property; and it is further

ORDERED, that the receiver be and hereby is authorized, with and subject to Plaintiff's prior written consent, to appoint a leasing agent to lease vacant space in the mortgaged premises at market rates; and it is further

ORDERED, that the receiver, after paying the expenses of the management and care of the mortgaged premises as above provided, retain the monies that may come into his hands by virtue of the receivership until the further order of this Court to be made upon the completion of the sale of the mortgaged premises or otherwise, or until the receiver shall be discharged from any further duty concerning the same; and it is further

ORDERED, that the receiver register with any municipal department as provided by applicable law and expend rents and income and profits as described in subdivision 2 of Section 1325 of the Real Property Actions and Proceedings Law, except that a priority shall be given to the correction of immediately hazardous violations within the time set by orders of any governmental agency, or, if not practicable, the receiver may seek a postponement of the time for compliance; and it is further

ORDERED, that notwithstanding anything to the contrary contained in this order, the receiver shall not, without the further, prior order of this Court, upon prior notice to plaintiff, make improvements or substantial repairs to the property at a cost in excess of \$1,000.00; and it is further

ORDERED, that the receiver or any other party to this action may, at any time, upon proper and sufficient notice to all parties who have appeared herein, apply to this Court for instructions or additional powers whenever such instructions or additional powers shall be deemed necessary in order to enable the receiver to perform properly and legally the duties of his office as receiver; and it is further

ORDERED, that receiver shall receive, collect and review all mail addressed to the property owner/manager; be authorized by this Court to remove all checks payable to the property owner/manager or the property as rents, revenues, income, issues, profits or other charges or user fees; and be authorized to endorse any and all such checks and to deposit same in accounts established by the receiver for the receivership estate. Mail reviewed by the receiver in the performance of his/her duties will promptly be made available to the borrowers and the property manager after such review; and it is further

ORDERED, that receiver shall execute and prepare all documents, either in the name of the property owner/manager or in the receiver's own name, which are necessary or incidental to preserving, protecting, managing and/or controlling the property of the receivership estate; and it is further

ORDERED, that receiver should use reasonable efforts to maintain the property in at least as good condition as existed at the time receiver took possession, excepting reasonable wear and tear and damage by any casualty; and it is further

ORDERED, that notwithstanding anything to the contrary contained in this Order, the receiver shall not, without plaintiff's written consent, incur any expenses or make any expenditures in excess of the property income. Plaintiff, in its own discretion, may advance the funds necessary for any expenses or expenditures for the administration of the property, which advances shall be secured by the lien of plaintiff's mortgage and allowed as priority costs and expenses of protecting the property in any final judgment awarded to plaintiff; and it is further

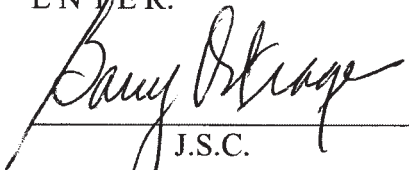
ORDERED, that upon receipt by the receiver of a referee's deed, notice from plaintiff that the defaults have been cured, or that plaintiff has accepted a deed in lieu of foreclosure, the receiver shall turn over possession, custody and control of the property to either plaintiff, the

borrower, or the successful purchaser (whichever is appropriate) without further Order of the Court and the receiver shall have no further liability as to the property. Discharge of the receiver shall require a Court Order by Stipulation and Order or after properly noticed motion approving receiver's final report and account and any exoneration of the receiver's bond; and it is further

ORDERED, that the appointee named herein shall comply with Section 35a of the Judiciary Law, Sections 6401–6404 of the CPLR, Section 1325 of the RPAPL and Rule 36 of the Chief Judge.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS ORDER TO THE CONTRARY, THE RECEIVER SHALL NOT APPOINT AN ATTORNEY, AGENT, APPRAISER, AUCTIONEER OR ACCOUNTANT WITHOUT PRIOR ORDER OF THIS COURT.

ENTER:


J.S.C.
BARRY R. OSTRAGER
JSC

10-25-18

EXHIBIT A**Property Description**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, known by Street Nos. 55, 57 and 59 Chrystie Street and bounded and described as follows:

BEGINNING at a point on the westerly side of Chrystie Street distant 152 feet northerly from the point of intersection of the westerly side of Chrystie Street with the northerly side of Canal Street;

THENCE northerly along the westerly side of Chrystie Street 75 feet 5 inches to the northerly face of the northerly wall of the building No. 59 Chrystie Street;

THENCE westerly along said northerly face of said wall, 100 feet;

THENCE southerly parallel with the westerly side of Chrystie Street, 74 feet 9 inches;

THENCE easterly parallel with the northerly side of Canal Street, 100 feet to the westerly side of Chrystie Street, at the point or place of BEGINNING.

Exhibit B

C.T.W. REALTY CORPORATION
Prepared by CSG Properties LLC
55-59 CHRYSTIE ST, NEW YORK NY 10002
Projected Cash Flow

	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Year 1	
Income													\$PSF	\$
Base Rent	\$10,013	\$10,013	\$10,013	\$10,013	\$10,013	\$10,013	\$10,013	\$51,124	\$124,560	\$143,723	\$162,886	\$191,630	\$21.18	\$906,463
Real Estate Tax Escalations	\$556	\$556	\$556	\$556	\$556	\$556	\$556	\$556	\$556	\$556	\$556	\$556	\$0.16	\$6,677
Total Income	\$10,569	\$10,569	\$10,569	\$10,569	\$10,569	\$10,569	\$10,569	\$51,680	\$125,116	\$144,279	\$163,442	\$192,186	\$21.34	\$913,141
Expenses														
Payroll	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$8,750	\$2.45	\$103,500
Real Estate Taxes	\$28,750	\$28,750	\$28,750	\$28,750	\$28,750	\$28,750	\$28,750	\$28,750	\$28,750	\$28,750	\$28,750	\$28,750	\$8.06	\$343,000
Utilities	\$6,250	\$6,250	\$6,250	\$6,250	\$4,688	\$4,688	\$3,125	\$3,125	\$3,125	\$1,250	\$1,250	\$1,250	\$1.11	\$47,000
Water & Sewer	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0.06	\$2,000
Insurance	\$4,583	\$4,583	\$4,583	\$4,583	\$4,583	\$4,583	\$4,583	\$4,583	\$4,583	\$4,583	\$4,583	\$4,583	\$1.29	\$55,000
Repairs & Maintenance	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$0.35	\$15,000
Cleaning Services	\$958	\$958	\$958	\$958	\$958	\$958	\$958	\$958	\$958	\$958	\$958	\$958	\$0.27	\$11,000
Management Fees	\$793	\$793	\$793	\$793	\$793	\$793	\$3,876	\$9,384	\$10,821	\$12,258	\$12,977	\$14,414	\$1.60	\$68,000
Administrative Expenses	\$917	\$917	\$917	\$917	\$917	\$917	\$917	\$917	\$917	\$917	\$917	\$917	\$0.26	\$11,000
Total Operating Expenses	\$52,459	\$52,459	\$52,459	\$52,459	\$50,897	\$50,897	\$52,418	\$57,925	\$59,363	\$58,925	\$59,643	\$61,081	\$15.44	\$660,881
NET OPERATING INCOME	-\$41,890	-\$41,890	-\$41,890	-\$41,890	-\$40,328	-\$40,328	-\$738	\$67,190	\$84,916	\$104,517	\$113,380	\$131,106	\$5.89	\$252,559
Leasing Commissions					\$150,000		\$150,000	\$90,000	\$60,000	\$60,000	\$30,000	\$60,000	\$14.02	\$600,000
Tenant Improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$14.02	\$600,000
Capital Improvements	\$73,377	\$73,377	\$73,377	\$73,377	\$73,377	\$73,377	\$73,377	\$73,377	\$73,377	\$73,377	\$73,377	\$73,377	\$20.57	\$890,225
Total Capital Expenditures	\$123,377	\$123,377	\$123,377	\$123,377	\$273,377	\$123,377	\$273,377	\$213,377	\$183,377	\$183,377	\$153,377	\$183,377	\$48.61	\$2,080,572
Net Cash Flow Before Debt	-\$165,267	-\$165,267	-\$165,267	-\$165,267	-\$313,705	-\$163,705	-\$274,115	-\$146,187	-\$98,461	-\$78,860	-\$39,997	-\$52,271	-\$42.72	-\$1,828,666

19-11425-mkv

Doc 5-3
to Declaration of Gregory A. Gilfoil

Filed 05/06/19
Entered 05/06/19 12:04:34

Page 12 of 27

Exhibits A-D

Exhibit B-1

Preliminary Report of Findings

It appears that the objective is to obtain a Certificate of Occupancy (CO) that permits the building to be occupied as a legal office building in Use Group 6.

According to Department of Buildings (DOB) records, there is no CO on the building. However, also according to DOB records, there are two (2) open Alteration Type 1 Applications (Alt 1) that were filed to convert the 2nd floor to the 5th floor and penthouse from factory use to office use. These applications are listed in Exhibit 1 below.

Two (2) Alt 1 applications were filed by the same applicant of record (Shiming Tam) approximately one (1) year apart. According to the DOB records, the permit issued on application number 104903204 was revoked on 3/20/2008. I do not know why. Therefore, application number 104539885 is the most current Alt 1 application.

A problematic issue with Alt 1 application number 104539885 is that the last action, according to DOB records, was on 12/4/2013. The reason that this is problematic is that according to DOB rules and procedures, an application “expires” if the application is inactive for 5 or more years. We will have to request the DOB commissioner’s approval to reinstate (i.e. renew) the application. The commissioner will require a good reason for the application’s dormant status. If reinstatement is denied, then a new Alt 1 application will have to be filed.

It is my opinion, based on many years of practical experience in obtaining DOB approvals, permits and CO’s, that the best argument that we could make to maximize the probability of reinstatement is to obtain a letter from the Receiver, addressed to the DOB Commissioner’s Office, explaining that the reason the Alt 1 application has been inactive since 12/4/2013 is that the building owner mismanaged the building by inexplicably vacating the tenants which led to the loss of income to pay the mortgage and, most importantly for us, failure to pay the architect and contractors to obtain the Certificate of Occupancy for the building. **The letter should come from the attorney that appointed the receiver because it is a better argument for reinstatement if we argue that the receiver is trying to correct the problems caused by the building owner. How could the building owner be trusted to bring the building into compliance with NYC building codes, zoning regulations, rules and local laws if he is the one who created the problem in the first place?** The letter to the commissioner will explain that reinstatement, as opposed to filing a whole new Alt 1 application, will expedite the correction of violations, procurement of the CO and ultimately the re-occupation of the building to make the property a profitable and healthy addition to the Lower East Side community as opposed to a vacant eyesore. I will assist you in preparing the letter.

Upon reinstatement of the Alt 1 application, you will have to hire a registered contractor to renew the DOB work permit. A licensed plumber, sprinkler contractor and electrician will also have to obtain their own respective work permits.

Another problematic issue with the Alt 1 application is that the original architect of record (Shiming Tam) cannot be located. The reason this is problematic is that requesting the reinstatement is done by the submission of a DOB Plan/Work Approval Application signed and sealed by the applicant of record. Therefore, we will have to hire an architect to assume responsibility as the new applicant of record. The new applicant of record will have to re-draw the entire set of plans to depict as-built conditions. We will have to file a Post Approval Amendment to have these as-built plans approved by the DOB.

Preliminary Report of Findings

I requested the approved plans, prepared and filed by Mr. Tam, from the DOB record room. I hope to have the DOB provide these plans in the next couple of days. Once I have the plans, I will email them to you and an architect I work with to get his fee to re-draw the plans and to act as the applicant of record from now until the day we get the Final CO.

As you obviously know, a very important endeavor in obtaining the CO is the removal of the three (3) open work without permit violations (and related stop work order) listed below:

- 1) 35153330H issued for installation of steel beams and drop ceiling in room 504.
- 2) 35296656X issued for installation of roof deck and wooden wall on roof.
- 3) 35249522Z issued for work in retail space on ground floor.

The way to remove these violations is to “legalize” the work by obtaining approval of plans depicting the as-built conditions, paying a civil penalty (\$6,000 to \$10,000 each) and submission of a Certificate of Correction at DOB.

The new architect will amend the approved Alt 1 plans to show the work referenced on the violations. These amended plans will have to be reviewed by the DOB plan examiner. ***Remedial work of any non-complying conditions discovered by the plan examiners may be required by the contractor.*** Upon approval of the PAA depicting existing conditions in the building, your contractors (i.e. general contractor, plumber, sprinkler contractor, electrician) will have to perform any applicable work related to their trades and obtain DOB sign-offs.

You will have to hire a certified third-party special inspector to perform required special and progress inspections such as fire stops, mechanical ventilation and energy conservation code inspections.

Upon completion of any required work, we will schedule a DOB Construction Inspection and Sign-off. In addition the obtaining sign-offs related to the Alt 1 application, the contractors listed above will have to assist in obtaining sign-offs to the alteration, plumbing and electrical applications listed in Exhibit 1, 2 and 3 below, respectively.

Upon procurement of all sign-offs and removal of all violations, the DOB will grant the Final CO. It is possible to obtain a Temporary CO when safety-related applications and violations have been closed-out/removed.

EXHIBIT 1:

09/21/2007	104903204	01 A1 R PERMIT-ENTIRE	09/24/2007	0018525 RA	TAM	Y NOT APPLICABLE
SUBMIT APPLICATION TO OBTAIN NEW C/O. MINOR STRUCTURAL & PARTITION WORKS A						
Work on Floor(s): CEL,PEN 001 thru 005						
08/25/2006	104539885	01 A1 R PERMIT-ENTIRE	02/06/2008	0018525 RA	TAM	NOT APPLICABLE
SUBMIT APPLICATION TO OBTAIN NEW C/O. MINOR PARTITION WORK AS PER PLAN.						
Work on Floor(s): CEL,PEN 001 thru 005						

FILE DATE	JOB #	DOC #	JOB TYPE	JOB STATUS	STATUS DATE	LIC #	APPLICANT	IN AUDIT	ZONING APPROVAL
08/24/2017	140686372	01	A2	Q PERMIT-PARTIAL	08/31/2017	0035645 RA	TEETER		NOT APPLICABLE
REPLACEMENT OF STOREFRONT AT 1ST FLOOR, INSTALLATION AND REMOVALS OF INTER									
Work on Floor(s): CEL,ROF,001									
10/27/2015	140420881	01	A2	R PERMIT-ENTIRE	02/01/2016	0028739 RA	HUDOCK		NOT APPLICABLE
OFFICE RENOVATION TO INCLUDE MINOR PLUMBING MODIFICATIONS AND PARTITION									
Work on Floor(s): 003,004									
11/05/2014	140276350	01	A2	R PERMIT-ENTIRE	11/06/2014	0068287 PE	CHAN		NOT APPLICABLE
PROPOSED INTERIOR RENOVATION ON 4TH FLOOR (UNIT #407& #408). CEILING, FLO									
Work on Floor(s): 004									
09/08/2014	122125477	01	A2	R PERMIT-ENTIRE	09/09/2014	0068287 PE	CHAN		NOT APPLICABLE
PROPOSED INTERIOR RENOVATION ON CELLAR FLOOR (UNIT #B105). CEILING, FLOOR									
Work on Floor(s): CEL									
07/24/2012	121163864	01	A2	R PERMIT-ENTIRE	07/26/2012	0068287 PE	CHAN		NOT APPLICABLE
PROPOSED INTERIOR RENOVATION ON 5TH FLOOR (UNIT #500). CEILING, FLOORING									
Work on Floor(s): 005									
07/17/2009	120109079	01	A2	R PERMIT-ENTIRE	07/20/2009	0006500 PE	LEE		NOT APPLICABLE
PARTITION AND PLUMBING WORK FOR JUICE-DRINKING ESTABLISHMENT U.G.6 AT EXIS									
Work on Floor(s): 001									
08/28/2008	110321447	01	A2	Q PERMIT-PARTIAL	08/29/2008	0024089 RA	LIN		NOT APPLICABLE
RENOVATE EXISTING STORE IN PARTIAL 1ST FL. NO CHANGE IN USE, EGRESS AND									
Work on Floor(s): 001									
07/11/2008	110230839	01	A2	R PERMIT-ENTIRE	07/16/2008	0018525 RA	TAM		NOT APPLICABLE
THIS APPLICATION IS FILED TO REMOVE ECB VIOLATION #34618055N.MINOR PARTITI									
Work on Floor(s): CEL									
04/24/2008	110192069	01	A2	R PERMIT-ENTIRE	09/08/2011	0018525 RA	TAM		NOT APPLICABLE
PROPOSED INTERIOR RENOVATION WORK AT 1ST FLOOR(STORE#103) AND REPAIR EXIST									
Work on Floor(s): 1ST									

01/31/2008	110083695	01	A2	R PERMIT-ENTIRE	07/16/2008	0018525	TAM		NOT APPLICABLE
RA									
PROPOSED INTERIOR RENOVATION WORK AND INSTALL NEW AIR CONDITIONING SYSTEM									
Work on Floor(s): 005									
09/21/2007	104903204	01	A1	R PERMIT-ENTIRE	09/24/2007	0018525	TAM	Y	NOT APPLICABLE
RA									
SUBMIT APPLICATION TO OBTAIN NEW C/O. MINOR STRUCTURAL & PARTITION WORKS A									
Work on Floor(s): CEL,PEN 001 thru 005									
08/24/2007	104881175	01	A2	R PERMIT-ENTIRE	05/20/2014	0018525	TAM		NOT APPLICABLE
RA									
PROVIDE ADDITIONAL SPRINKLER HEADS AT 5TH FLOOR AS PER PLAN. THIS APPLICAT									
Work on Floor(s): 005									
07/30/2007	104850840	01	A2	R PERMIT-ENTIRE	05/20/2014	0018525	TAM		NOT APPLICABLE
RA									
PROPOSED REAR EXTENSION AND INSTALL NEW AIR CONDITIONING SYSTEM AT 5TH FLOO									
Work on Floor(s): 001,005									
08/25/2006	104539885	01	A1	R PERMIT-ENTIRE	02/06/2008	0018525	TAM		NOT APPLICABLE
RA									
SUBMIT APPLICATION TO OBTAIN NEW C/O. MINOR PARTITION WORK AS PER PLAN.									
Work on Floor(s): CEL,PEN 001 thru 005									
10/24/2005	104268114	01	A2	R PERMIT-ENTIRE	01/09/2006	0018525	TAM		NOT APPLICABLE
RA									
INTERIOR RENOVATION AT EXIST. 4TH FLOOR REAR. MINOR STRUCTURAL WORK. CEILI									
Work on Floor(s): 004									
02/17/2005	104044455	01	A2	R PERMIT-ENTIRE	03/03/2005	0053953	Seung		NOT APPLICABLE
PE									
Install wax burnout oven with exhausthood and gas furnace, sinks in a jewe									
Work on Floor(s): 005									
06/06/2003	103476784	01	A3	R PERMIT-ENTIRE	11/10/2003		SINGH		NOT APPLICABLE
INSTALL HEAVY DUTY SIDEWALK SHED - 75FT LONG AT 55 CHRYSTIE STREET - DUR									
Work on Floor(s): OSP									
02/21/2003	103362549	01	A2	R PERMIT-ENTIRE	06/13/2003	0023909	LEE		NOT APPLICABLE
RA									
INSTALL MODINE HEATER AS PER PLANS. NO CHANGE IN USE, EGRESS OR OCCUPAN									
Work on Floor(s): GRD									
05/21/2002	103170925	01	A2	R PERMIT-ENTIRE	06/27/2007	0018525	TAM		NOT APPLICABLE
RA									
Removal of existing partitions. Minor plumbing work as per plan. File									
Work on Floor(s): 002									
11/03/1999	102425751	01	SG	R PERMIT-ENTIRE	06/27/2006	0627341	SHAABAN		NOT APPLICABLE
PE									

FILE DATE	JOB #	JOB TYPE	JOB STATUS	STATUS DATE	LIC #	APPLICANT
04/01/2016	<u>122310230</u>	PR	E LAA FILED	05/16/2016	MP 001901	WEIDNER
	PER CONED ORDER, THE EXISTING 1" GAS METER HAS BEEN LOCKED OFF & TAGGED, I Work on Floor(s): 002					
05/29/2007	<u>102408351</u>	PR	I LAA SIGNED OFF	06/07/2007	MP 010535	MILLER
	REMOVE AND CAP (1) TOILET, (1) SINK, (1) SHOWER (1) KITCHEN SINK AND (1) G Work on Floor(s): CEL					
02/02/2004	<u>102306844</u>	PR	E LAA FILED	02/02/2004	MP 001608	STAVRIAN
	TAPPING INTO A TWO INCH GAS RISER AND INSTALLING A METER BAR IN ROOM# 13 W Work on Floor(s): BAS 001 thru 004					
03/04/1993	<u>100591762</u>	PR	I LAA SIGNED OFF	03/10/1993	MP 001119	MAGGIORE
	DUE TO LEAK,CON EDISON CLOSED GAS.REPAIRING LEAK.					
01/11/1991	<u>100180037</u>	PR	I LAA SIGNED OFF	01/16/1991	MP 000778	WONG
	REPLACE 2 WARER CLOSETS, 2 LAVATORIES AND 1 KITCHEN SINK Work on Floor(s): 3RD					

Preliminary Report of Findings

EXHIBIT 4:

Premises: 55 CHRYSTIE STREET MANHATTAN

BIN: [1003915](#) Block: 303 Lot: 27

Display [\(All\)](#) [\(Inactive\)](#) [\(Minor Work\)](#)

CONTROL STATUS /

NUMBER ENTER DATE STATUS DATE

LAST INSPECTION

[M402470](#) 10/06/2017 I - AWAITING INSPECTION REQUEST

Z - COMPLETION FEE WAS BILLED

INSPECTION DATE:

TYPE: A - APPLICATION

FEE: \$124.25

FIRM NAME: POWER SURGE ELECTRIC, INC

FIRM #: [004009](#)

LICENSEE NAME: CASTRO MARIO

LICENSEE #: [011440](#)

ADVISORY BOARD INFO? NO

[M402466](#) 10/06/2017 I - AWAITING INSPECTION REQUEST

Z - COMPLETION FEE WAS BILLED

INSPECTION DATE:

TYPE: A - APPLICATION

FEE: \$124.25

FIRM NAME: POWER SURGE ELECTRIC, INC

FIRM #: [004009](#)

LICENSEE NAME: CASTRO MARIO

LICENSEE #: [011440](#)

ADVISORY BOARD INFO? NO

[M295533](#) 08/25/2009 N - NO ACCESS 06/24/2010

INSPECTION DATE: 06/24/2010

TYPE: A - APPLICATION

FEE: \$41.50

FIRM NAME: CONCORDE ELEC'L SER INC

FIRM #: [003685](#)

LICENSEE NAME: BOWMAN GREGORY

LICENSEE #: [011005](#)

ADVISORY BOARD INFO? NO

INSPECTION RESULTS

DISPOSITION: N - NO ACCESS

[M241930](#) 01/31/2005 I - AWAITING INSPECTION REQUEST

TYPE: A - APPLICATION

INSPECTION DATE:

FIRM NAME: JAY HELFGOTT ELEC. CORP.

FEE: \$40.00

LICENSEE NAME: HELFGOTT JAY

FIRM #: [003349](#)

ADVISORY BOARD INFO? NO

LICENSEE #: [010731](#)

[M233597](#) 04/30/2004 V - OBJECTION PENDING AT OWNER 04/30/2004

INSPECTION DATE: 02/27/2004

TYPE: P - PICK-UP

FEE: \$0.00

FIRM NAME: UNKNOWN

FIRM #:

LICENSEE NAME: UNKNOWN

LICENSEE #:

OBJECTION: V - OBJECTION(S) EXIST

INSPECTION RESULTS

OBJECTION NOTICE: 1 - FIRST NOTICE

DISPOSITION: W - ISSUE OBJECTION TO OWNER

FOLLOW UP NOTICE: V - OWNER OBJECTION

ADVISORY BOARD INFO? NO

[M209371](#) 02/26/2002 I - AWAITING INSPECTION REQUEST

Z - COMPLETION FEE WAS BILLED

INSPECTION DATE:

TYPE: A - APPLICATION

FEE: \$24.25

Preliminary Report of Findings

FIRM NAME: MICHAEL SCHONDORF, INC
LICENSEE NAME: SCHONDORF MICHAEL

FIRM #: [000995](#)
LICENSEE #: [009365](#)

ADVISORY BOARD INFO? NO

[M208604](#) 01/31/2002 V - OBJECTION PENDING AT OWNER 02/25/2002

TYPE: C - COMPLAINT
FIRM NAME: UNKNOWN
LICENSEE NAME: UNKNOWN
OBJECTION: V - OBJECTION(S) EXIST
OBJECTION NOTICE: R - ORDER TO REMEDY
FOLLOW UP NOTICE: V - OWNER OBJECTION

INSPECTION DATE: 02/15/2002
FEE: \$0.00
FIRM #:
LICENSEE #:
INSPECTION RESULTS
DISPOSITION: W - ISSUE OBJECTION TO OWNER

ADVISORY BOARD INFO? NO

[M032226](#) 02/02/1988 I - AWAITING INSPECTION REQUEST

TYPE: P - PICK-UP
FIRM NAME: ARTHUR LOVEJOY
LICENSEE NAME: LOVEJOY A
OBJECTION: V - OBJECTION(S) EXIST
FOLLOW UP NOTICE: F - FILED TO REMOVE OBJECTION

INSPECTION DATE: 11/05/1999
FEE: \$5.00
FIRM #: [000167](#)
LICENSEE #: [009382](#)
INSPECTION RESULTS
DISPOSITION: W - ISSUE OBJECTION TO OWNER

ADVISORY BOARD INFO? NO

[M032044](#) 01/29/1988 I - AWAITING INSPECTION REQUEST

TYPE: P - PICK-UP
FIRM NAME: ARTHUR LOVEJOY
LICENSEE NAME: LOVEJOY A
OBJECTION: V - OBJECTION(S) EXIST
OBJECTION NOTICE: F - POST-DISCONNECT WARNING
FOLLOW UP NOTICE: F - FILED TO REMOVE OBJECTION

INSPECTION DATE: 11/05/1999
FEE: \$5.00
FIRM #: [000167](#)
LICENSEE #: [009382](#)
INSPECTION RESULTS
DISPOSITION: F - POST DISCONNECT WARNING

ADVISORY BOARD INFO? NO

Prepared by:

John Geraci
Municipal Building Consultants, Inc.
233 Broadway – Suite 2050
New York, NY 10279
212-791-9390 (O)

Preliminary Report of Findings

917-560-8054 (C)
johng@mbcnyc.com

Exhibit C

CSG Properties LLC
55-59 CHRYSTIE ST, NEW YORK NY 10002
April 2019 to March 2020

Projected CAPEX

Item #	Item	Rational	Amount
1	Replace Sidewalk along Chrystie St frontage	Needed to waterproof the vault and basement below the sidewalk	40,000.00
2	Replace deteriorated steel support beams in basement	Multiple structural steel beams have rusted and deteriorated from constant water flow from the sidewalk above	75,000.00
3	Repair broken sanitary lines in basement	Broken and open sanitary line	8,000.00
4	Install Sprinkler System Tamper and Flow Switches (currently in process)	The existing sprinkler system has only one flow switch on the roof. Both tamper and flow switches need to be installed to allow the sprinkler system shut down by zone or floor (tamper switch) to make necessary repairs, and to signal the location of a sprinkler head that has gone off (flow switch).	21,557.25
5	Install/connect flow switches to the sprinkler central station alarm (currently in process)	This will allow alarms by zone/floor to be transmitted to central station	25,985.00
6	Change sprinkler heads on 5th floor & pipe in system to make operational (currently in process)	5th floor was missing sprinkler heads and was not connected to the building water supply	4,899.38
7	Install additional flow switches on first floor (currently in process)	Additional zones found on the first floor after opening up walls and previously overlooked access panels	7,839.00
8	Change out 200 pendant and upright sprinkler heads	Sprinkler heads found to be out of code or painted over	5,226.00
9	Mitsubishi 18,000 BTU heating/cooling unit - 1st Fl	To replace unit removed by the former tenant	10,016.50
10	Install complete fire alarm system including enunciators, strobes, enunciator panel and elevator recall	Non-existent in building	45,000.00
11	Build handicap accessible restrooms on each floor and modify corridor floor by elevators with ramps where there are now step ups by elevators	ADA Compliance	90,000.00
12	Remove and replace decking on roofs	Code Violation	12,000.00
13	Remove and reinstall parapet wall on upper roof	Code Violation	6,000.00
14	Reinstall structural steel beams, framing work for drop ceiling new plumbing work & electrical work in room #504 5th floor	Code Violation	5,500.00
15	Correct work done in commercial space 2, 1st floor done w/o a permit as new metal studs, new gypsum board, installed approx. 30ft length of a/c duct installed including hvac unit, new bx w/out permit	Code Violation	2,500.00
16	Correct HVAC Split Systems installed w/out permits; information plates not readily visible for inspection	Code Violation	11,000.00
17	Demo and Vanilla Box 6 floors	Prep for TI	510,000.00
Total			880,523.13

Exhibit D

Troll Museum	L&A	Entire Building	Used to have location at 124 Orchard until they permanently closed. Sent them our info to see if they would have interest in re-opening.
Woodward Gallery	L&A	Entire Building	Sent them all requisite info. Landlord work would require making the building ADA compliant & white-boxing all floors. Sending info to decision makers and will revert back.
Fashion Tenant	Jordan Donohue - CBRE	2 Floors	Coordinating a time for them to tour.
Knotel	Jeremy Bernard, Eugene Lee	Entire Building	Sent requisite info, setting up a time for them to tour.
WeWork	L&A	Entire Building	We've continued dialogue with WW and are coordinating a time to tour them through the building.
The Yard	Morris Levy, Richard Beyda	Entire Building	Location isn't ideal for them but we're working to get them down to the property.
The Farm SoHo	Lucas Seyhun	Entire Building	Sent to Lucas, will continue to follow up.
Coalition	L&A	Entire Building	3 Locations in NYC. Sent flyer and will continue to follow up.
District Cowork	L&A	Entire Building	Stopped by their site on Broadway, not interested in LES at the moment but will continue to follow up.
Convene	L&A	Entire Building	10+ locations in Manhattan, most in midtown. Sent flyer.
BKLYN Commons	L&A	Entire Building	Only in Brooklyn right now. No plans on coming into Manhattan in immediate future.
The Camp David	L&A	Entire Building	Only in Brooklyn right now. Big presence in Industry City.
Industrious	Sacha Zarba - CBRE	Entire Building	Spoke with Sacha, he is sending info up flagpole and will revert back to coordinate tour.
Spacious	L&A	Entire Building	17 Locations in NYC. Closest is 107 Livingston. Sent info, will continue to follow up.
Green Desk	L&A	Entire Building	10 Locations in Brooklyn, none in Manhattan yet. Sent flyer.
Regus	L&A	Entire Building	10+ locations, mostly in Midtown. Sent flyer.
Techspace	L&A	Entire Building	Sent info. Speaking with RE director about expansion. Will continue to update discussion.
Your Alley	L&A	Entire Building	3 Locations in NYC. Sent flyer and will continue to follow up.
ServCorp	L&A	Entire Building	Sent flyer and numerous voicemails, will continue to follow up.
CommonGrounds	L&A	Entire Building	No NYC locations currently.
MindSpace	L&A	Entire Building	No NYC locations currently.
Spaces	Kirill Azovtsev, Jim Wenk - JLL	Entire Building	Sent to exclusive brokers. Passing up the flagpole and will revert back to us.

Cubico	L&A	Entire Building	Location at 433 Broadway. Sent all requisite info to RE team. They're discussing internally and will get back.
Corporate Suites	L&A	Entire Building	6 locations all in Midtown east.
Bevmax Office Centers	L&A	Entire Building	5 locations in Manhattan, recently closed 3, closest is 40 Worth St. Sent info and will continue to follow up.
The Assemblage	L&A	Entire Building	Occupy entire building at 114 W 25th st. Discussing with RE team.
Breather	L&A	Entire Building	Sent to RE team. They typically take small units within buildings and rent out on hourly basis. They were intrigued by ideal of entire building. Running up flagpole and will follow up.
The Wing	L&A	Entire Building	Recently took 4th location at 25 West 39th st.
Bond Collective	L&A	Entire Building	Sent to Bond's RE team. Will continue to follow up.